

Reasons for refusal of the insurance company to pay out insurance indemnity.

- if the insured event is not included in the list of insured events provided for in the Agreement of voluntary insurance of vehicles, namely:
 - **THEFT** - misappropriation of insured vehicles for any purpose, as well as damage to insured vehicles as a result of misappropriation;
 - **TA** (traffic accident) - an event occurring during driving the insured and / or other vehicles resulting in damage to insured vehicles, including while transporting insured vehicles by other vehicles, towing the insured vehicles or towing by the insured vehicles;
 - **UATP** (unlawful acts of third parties) - actions of any third parties against the property of the Insurer, namely: intentional or negligent destruction or damage of vehicles, its auxiliary equipment (except misappropriation of vehicles), arson;
 - **ACTS OF GOD** - events to be determined on the basis of the State Emergencies Classifier, including: tornado, hurricane, storm, snowslide, rockfall, landslide, mudslide, flood, freshet, downpour, hail, subsidence, earthquake, flooding with groundwater, etc.;
 - **FIRE, EXPLOSION** – fire, explosion, lightning strike, self-ignition of insured vehicles, including due to short circuit in the electrical equipment of insured vehicles (other than arson);
 - **FALLING OBJECTS, ANIMAL ATTACK** – unintentional falling of foreign objects on insured vehicles, including trees, snow and ice (except for hail), animal attack of insured vehicles from outside.

Please note another circumstances under which the insurance company has a right to refuse to pay out insurance indemnity when insured event (motor vehicle collision, unlawful seizure, acts of God, etc.). For example: due to the careless use of a fuel nozzle at the gas station or movement of a vehicle with a fuel nozzle in the gas tank, careless use of the shopping cart, accidental opening of the doors leading to the damage of the vehicle, etc.).

Other reasons:

- If the driver does:
 - seriously violated traffic rules, namely: entering the railway crossing with a gate closed;
 - deliberate actions aimed at violation of the Rules, vehicle operation manual or causing damage to the vehicle;
 - left the place of the event;
 - did not provide the certificate / decision from the competent authorities (internal affairs agencies, fire protection, etc., depending on the nature of the event);
 - waived his/her right to claim indemnity from a person guilty of damaging, or exercise of this right became impossible due to his/her fault (for example: the driver wrote a receipt stating that he/she does not have any complaints against the culprit or participant of the TA);
 - fell asleep while driving, was in a state of alcoholic, narcotic or toxic intoxication, in a state of illness, as well as under the influence of medicinal products which are contraindicated while driving;
 - late (more than 2 business days) notification of the Lessor or round-the-clock support service on the insured event for no good reason;
- actions of animals or birds in the compartment, cabin, body of a vehicle;
- failure to inform a Lessor/ insurance company of loss, theft of keys or vehicle documents;
- in case of misappropriation, if the driver leaves a vehicle with a vehicle registration certificate and / or keys inside the vehicle;

- if a TA occurred when towing a vehicle, participating in races, trials, competitions or training, using as a taxi, as well as when driving in the broken terrain;
- if the insured event occurred as a result of hostilities, maneuvers or other military actions, civil wars, mass riots, or terrorist attacks;
- in case of moving of the vehicle as a result of the driver's failure to take all measures to prevent uncontrolled movement of the vehicle, including failure to use a parking brake;

We also recommend you to be extremely careful when filling-in the TA report and to attend court hearings as the court may declare the missing party guilty of TA.

The regression from third parties to the guilty person of the ACCIDENT:

In the case of the driver's recognition guilty of an ACCIDENT to him may be stated, the regression of the request from the person affected in the ACCIDENT, or from a person who reimbursed damages to the victim of the ACCIDENT (for example, the insurance company, which was insured car injured person, after the insurance, payment to the injured person).

Regression requirements may be claimed even in the case of insurance indemnity was paid, including the policy OTPL, which is due to:

- The imperfection of the legislation on the calculation of the size of the damage (thus, according to the Civil Code of Ukraine should be reimbursed actually repair costs of auto, and in accordance with the LAW of "OTPL" The insurance company calculates the sums payable taking into account the depreciation of the car), or
- Because of the absence of declaration of the claim (accident) to a partner insurance company (UIG or INGO) or
- Due to the insufficient limit indicated in the insurance contracts.

In case of any regression and/or pre-trial requirements from third parties, following the ACCIDENT consequences, please contact us for a hotline for additional explanations regarding further actions.

You can obtain all necessary information by reaching our round-the-clock support service on the following number: **0-800-505-505**.